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could have been accurately assessed. *Cf. Whitwood Chemical Co. v. Hardman*, [1891] 2 Ch. 416. With respect to the interference with the personal security of the plaintiff, the court, in harmony with Georgia's enlightened attitude toward preventive relief, properly restrained the defendant from further acts of violence. *Cf. Stark v. Hamilton*, 149 Ga. 227, 99 S. E. 861; *Pavesich v. New England Life Ins. Co.*, 122 Ga. 190, 50 S. E. 68. The justification for such relief is that money damages cannot be an adequate remedy for injuries to the person. Unfortunately many courts are less enlightened. *Cf. Ashinsky v. Levenson*, 256 Pa. St. 14, 100 Atl. 491. See Roscoe Pound, "Equitable Relief Against Defamation," 29 HARV. L. REV. 640. This defect is remedied in some states by statutes giving protection to those threatened with physical harm. See 1920 OREG. LAWS, § 1819; 1919 MO. REV. STAT., §§ 3747, 3748.

**INSURANCE — ACCIDENT INSURANCE — INDEMNITY AGAINST CONSEQUENCES OF CRIMINAL NEGLIGENCE.** — The assured held a policy of indemnity against loss from liability incurred on account of accident. While in an intoxicated condition and driving his automobile at an unlawful rate of speed, he struck and injured X, who died from his injuries. As a result the assured was convicted and sentenced to imprisonment for an offense under the criminal code. He now seeks indemnity from the insurer to the amount of a judgment recovered against him by the dependents of X. *Held*, that the plaintiff may not recover. *O'Hearn v. Yorkshire Ins. Co.*, 21 Ont. W. N. 67 (Ont. Div. Ct.).

Public policy does not necessarily prohibit contracts indemnifying against the consequences of an illegal act unless made with the deliberate purpose of accomplishing the act. *Jewett Publishing Co. v. Buller*, 159 Mass. 517, 34 N. E. 1087; *Peterson v. Chicago & N. W. Ry.*, 119 Wis. 197, 96 N. W. 532. See 3 WILLISTON, CONTRACTS, § 1751. Accordingly, insurance of owners against the consequences of negligence in the maintenance or use of automobiles has been generally upheld in the absence of statutory inhibition. *Gould v. Brock*, 221 Pa. St. 38, 69 Atl. 1122; *Messersmith v. American Fidelity Co.*, 133 N. E. 432 (N. Y.). If, then, the contract of insurance is valid, the fact that the assured's tort may also amount to a statutory misdemeanor or even manslaughter is not ground for denying him relief. *Messersmith v. American Fidelity Co.*, *supra*; *Tinline v. White Cross Ins. Ass'n*, [1921] 3 K. B. 327. *Cf. Taxicab Motor Co. v. Pacific Coast Cas. Co.*, 73 Wash. 631, 132 Pac. 393. If denied in these cases, the indemnity dwindles to the vanishing point, in view of statutes making criminal well-nigh every negligent act of the automobile operator. See *Messersmith v. American Fidelity Co.*, *supra*, at 432. Furthermore, the real sufferer, if the principal case is followed, may often be the innocent victim of the accident. Allowing relief, on the other hand, will have but a remote tendency to encourage violations of the criminal law. The insurance affords no protection from criminal responsibility. *Cf. Patterson v. Standard Accident Ins. Co.*, 178 Mich. 288, 144 N. W. 491. Secondly, the mind of the man who acts negligently adverts to neither his civil nor his criminal responsibility. His case is clearly distinguishable from that of one who acts intentionally. In the latter case relief is properly denied. *Cf. Burt v. Union, etc. Ins. Ass'n*, 187 U. S. 362. See 21 HARV. L. REV. 530. But *cf. Murphy v. Metropolitan Life Ins. Co.*, 110 S. E. 178 (Ga.).

**INTERSTATE COMMERCE — WHAT CONSTITUTES INTERSTATE COMMERCE — STATE REGULATION AND PRICE-FIXING IN THE WHEAT INDUSTRY.** — The complainant, and other buyers of like character, are owners of elevators and purchasers of grain bought in North Dakota to be shipped and sold at terminal markets in other states. The grain is bought from the producer at Minneapolis prices with a margin of profit added. The elevator operators ship to the highest bidder, but it is very unusual to get an offer from a point within